

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
BEAUMONT DIVISION**

**CHILTON FINANCIAL SERVICES, L.P.  
AND TERRY CHILTON,**

**Plaintiffs,**

**v.**

**ST. PAUL FIRE AND MARINE  
INSURANCE COMPANY,**

**Defendant.**

§  
§  
§  
§  
§  
§  
§  
§  
§  
§  
§

**CIVIL ACTION NO. \_\_\_\_\_**

**NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. § 1332, 28 U.S.C. § 1441, and 28 U.S.C. § 1446, Defendant St. Paul Fire and Marine Insurance Company (“Defendant” or “St. Paul”) files this Notice of Removal, and in support thereof, state as follows:

1. St. Paul is only defendant in the state court action styled *Chilton Financial Services, L.P. and Terry Wayne Chilton v. St. Paul Fire and Marine Insurance Company*, Cause No. A-197597, pending in the 58<sup>th</sup> District Court of Jefferson County, Texas (the “State Court Action”).

2. Plaintiffs Chilton Financial Services, L.P. and Terry Wayne Chilton (collectively, “Plaintiffs”) filed their Plaintiffs’ First Amended Petition (the “Petition”) in the State Court Action on September 25, 2015. St. Paul received, through service on its registered agent, the Citation and the Petition on October 22, 2015. (*See* Exhibit B). This Notice of Removal is therefore timely filed within thirty (30) days after the receipt by Defendant of a copy of the initial pleading and citation pursuant to 28 U.S.C. § 1446(b)(1).

3. This is a civil action over which this Court has original jurisdiction pursuant to 28 U.S.C. § 1332(a) and is one which may be removed to this Court pursuant to 28 U.S.C. § 1441(a), because the case is a civil action between citizens of different States, wherein the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

4. On information and belief, Plaintiff Chilton Financial Services, L.P. is a Texas limited partnership organized and existing under the laws of the State of Texas with its principal place of business in Jefferson County, Texas, and therefore is deemed to be a citizen of the State of Texas.

5. On information and belief, Plaintiff Terry Wayne Chilton is an individual United States citizen who resides in Beaumont, Jefferson County, Texas, and therefore is a citizen of the State of Texas.

6. St. Paul is a corporation organized and existing under the laws of the State of Connecticut with its principal place of business in the State of Connecticut, and therefore is deemed to be a citizen of the State of Connecticut.

7. Given the foregoing paragraphs 4., 5., and 6., complete diversity of citizenship exists among the parties pursuant to 28 U.S.C. § 1332(a)(1), (c)(1).

8. In their Petition, Plaintiffs contend that they are entitled to insurance coverage for an arbitration award, now confirmed as a judgment, resulting from an underlying civil lawsuit and FINRA arbitration proceeding brought against them (the “Claim”), under the Insurance Professionals Liability Coverage Policy No. ZPL11P0498213N1 issued by St. Paul to Chilton Financial Services, L.P. for the **Policy Period** from July 15, 2013 to July 25, 2014 (the “Policy”).<sup>1</sup>

---

<sup>1</sup> The capitalized words in bold font are terms which are defined in the Policy and are used herein in accordance with those definitions.

9. The amount in controversy in this action exceeds the \$75,000 threshold under 28 U.S.C. § 1332(a).

10. Specifically, the Petition expressly states, “Plaintiffs seek monetary relief over \$1,000,000.” The Petition asserts that the arbitration award for which Plaintiffs seek coverage under the Policy was in excess of \$1,300,000. In addition to the amount of the arbitration award, Plaintiffs seek recovery of additional damages, statutory penalties and treble damages under Chapter 541 of the Texas Insurance Code, and attorney’s fees. (*See* Exhibit B).

11. Further, because the Policy’s applicable limit of liability is \$1,000,000, the amount of insurance coverage at issue in this lawsuit exceeds \$75,000.

12. Consequently, the amount in controversy requirement under 28 U.S.C. § 1332(a) is satisfied by both the total amount of recovery sought by Plaintiffs from St. Paul and the amount of insurance coverage at issue.

13. This Court therefore has original jurisdiction over this action under 28 U.S.C. § 1332(a), and removal of this action to this Court is proper under 28 U.S.C. § 1441.

14. Copies of all materials required by 28 U.S.C. § 1446(a) and Local Rule CV-81 are filed as exhibits hereto.

15. For these reasons, this action is properly removable from the 58<sup>th</sup> District Court of Jefferson County, Texas, to the United States District Court for the Eastern District of Texas, Beaumont Division, such being the district and division where the State Court Action is pending.

16. St. Paul will give notice of the filing of this Notice of Removal to all parties through their counsel of record and will file a copy of this Notice of Removal in the State Court Action, as required by 28 U.S.C. § 1446(d).

17. St. Paul does not waive and specifically reserves any and all objections, exceptions, or defenses to the Petition.

Respectfully submitted,

By: /s/ J. Price Collins  
J. Price Collins  
State Bar No.: 04610700  
price.collins@wilsonelser.com  
Ashley F. Gilmore  
State Bar No.: 50511704  
ashley.gilmore@wilsonelser.com  
WILSON ELSEER MOSKOWITZ EDELMAN &  
DICKER LLP  
901 Main Street, Suite 4800  
Dallas, TX 75202-3758  
Telephone: 214-698-8000  
Facsimile: 214-698-1101

*Attorneys for Defendant St. Paul  
Fire and Marine Insurance Company*

**CERTIFICATE OF SERVICE**

This is to certify that, on November 20, 2015, a true and correct copy of the foregoing Notice of Removal was served on the following counsel of record via email and by certified mail, return receipt requested:

Tarron L. Gartner  
Whitney Warren  
AMY STEWART PC  
5307 E. Mockingbird Lane, Suite 425  
Dallas, Texas 75206

*Attorneys for Plaintiffs Chilton Financial  
Services, L.P. and Terry Wayne Chilton*

/s/ J. Price Collins

J. Price Collins